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March 30, 2021

Via email: EPerrin@hallettperrin.com

Baymark ACET Holdco, LLC
Care of Edward Perrin, its attorney

**Re: Events of Default and Exercise of Right to 59% Membership Interest in
ACET Global, LLC by ACET Venture Partners LLC.**

Dear Baymark ACET Holdco, LLC:

Please be advised that pursuant to section 6(b)(vi) of that certain Security Agreement dated on or about July 20, 2017 among Baymark ACET Holdco, LLC; ACET Venture Partners, LLC; and ACET Global, LLC. D&T Partners, LLC (successor in interest to ACET Venture Partners, LLC)¹ is **hereby exercising its right to effect the transfer of 59% of the Membership Interests of ACET Global, LLC into the name of D&T Partners, LLC.**²

By and through section 6 of the Security Agreement, Baymark ACET Holdco, LLC irrevocably appointed ACET Venture Partners, LLC as its true and lawful attorney-in-fact—coupled with an interest—with full power of substitution, to sign or endorse any instrument, document or other writing necessary or desirable to transfer title or other rights to or in the Membership Interests and “to do all acts necessary or incidental to assert, protect and enforce” its rights to such Membership Interests. D&T Partners, LLC is exercising its authority pursuant to its rights as a secured creditor under the referenced Security Agreement and its authority as attorney-in-fact with respect to Baymark ACET Holdco, LLC, pursuant thereto, as well as pursuant to other transactional documents and law.

As such, D&T Partners, LLC is, effective as of this notice, the legal owner of 59% of the Membership Interests in ACET Global, LLC. Pursuant to section 6(b)(viii) of the aforementioned Security Agreement, D&T Partners, LLC is vested with authority to exercise all rights with respect to the Membership Interests. Section 6 further provides it, as the irrevocably appointed

¹ As used herein, D&T Partners, LLC and ACET Venture Partners, LLC reference the same entity and shall be interpreted as such.

² To the extent its rights extend to 100% of the Membership Interests, this notice further exercises its rights with respect to all such Membership Interests.

attorney-in-fact, with binding authority to do all acts necessary or incidental to assert, protect and enforce its rights.

Likewise, section 7.2(b) of the Company Agreement of ACET Global, LLC provides that ACET Venture Partners LLC shall have the right to exercise the membership voting rights of Baymark ACET Holdco, LLC without further approval of Baymark ACET Holdco or any other member. Similarly, section 3 of the Security Agreement irrevocably appoints ACET Venture Partners LLC as “agent and attorney in fact” of Baymark Acet Holdco, LLC and provides ACET Venture Partners LLC with irrevocable authorization “to take all such action in the name of [Baymark ACET Holdco], as [ACET Venture Partners, LLC] may in its sole . . . discretion deem necessary or advisable to . . . preserve or enforce its interest in and lien on the [Membership Interests.]” In the exercise of its discretion, ACET Venture Partners LLC deems it necessary and advisable to cause Baymark ACET Holdco LLC to transfer ownership of the 59% membership interest to ACET Venture Partners LLC in order to preserve and enforce its interest in such property and rights.

Pursuant to the foregoing, ACET Venture Partners LLC elects to become a member under the aforementioned Company Agreement of ACET Global, LLC and therefore succeeds to “all of the rights and powers, including the right to participate in the management of the business and affairs of the Company.” ACET Venture Partners LLC, in its discretion, deems this action to be necessary and incidental to assert, protect, and enforce its rights pursuant to the aforementioned Security Agreement. This document shall effect and shall memorialize the transfer of the 59% membership interest to ACET Venture Partners LLC effective immediately and shall also serve as a demand and directive that all parties receiving this notice promptly sign, execute, and deliver all documents or instruments necessary to effect the transfer and to notify any third party with whom it has communicated (directly or indirectly) regarding its representation, agency, management, or ownership of ACET Global, LLC and to inform such third party of ACET Venture Partners LLC’s exercise of its right to effect the transfer of the 59% membership interest.

Best regards,



Jason B. Freeman

Cc: D&T Partners, LLC

Jennifer Poe

Brenda Hard-Wilson

ACET Global, LLC

C/o Edward Perrin, its (current) attorney